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*Acting United States Secretary of Labor*  
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9  
10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 VINCENT N. MICONE III,  
13 Acting Secretary of Labor, United States  
14 Department of Labor,

15 Plaintiff<sup>1</sup>,

16 v.

17 TOLENTINO & TOLENTINO  
18 PARTNERS DBA HOWARD HOME, a  
19 partnership; AIZABEL HOME, INC., a  
20 corporation; ALYZA HOME, INC., a  
21 corporation; GALA HOME, INC., a  
22 corporation; GYPSUM CREEK HOMES,  
23 INC., a corporation; MARIA LILIAN  
24 TOLENTINO, an individual; JUDY  
TOLENTINO, an individual; RAMON  
TOLENTINO; and ANGELES  
MARQUEZ, an individual.

25 Defendants.  
26  
27

Case No. 5:25-cv-00073

**AMENDED CONSENT  
JUDGMENT AND ORDER**

28 <sup>1</sup> Pursuant to Federal Rule of Civil Procedure 25(d), Vincent N. Micone, III is  
substituted in for Julie A. Su, who resigned on January 20, 2025.

1 Plaintiff VINCENT N. MICONE III, Acting Secretary of Labor (“the Acting  
2 Secretary”), United States Department of Labor, and Defendants TOLENTINO &  
3 TOLENTINO PARTNERS DBA HOWARD HOME; AIZABEL HOME, INC.;  
4 ALYZA HOME, INC.; GALA HOME, INC.; GYPSUM CREEK HOMES, INC.;  
5 MARIA LILIAN TOLENTINO; JUDY TOLENTINO; RAMON TOLENTINO;  
6 and ANGELES MARQUEZ (“Defendants”) have agreed to resolve the matters in  
7 controversy in this civil action and agree to the entry of this Consent Judgment and  
8 Order as provided below.

9 **STATEMENTS BY THE PARTIES**

10 A. The Acting Secretary filed a Complaint alleging that Defendants  
11 violated Sections 7, 11(c), 15(a)(2), and 15(a)(5) of the Fair Labor Standards Act  
12 (“FLSA”), 29 U.S.C. §§ 207, 211(c), 215(a)(2), and 215(a)(5).

13 B. Defendants acknowledges receipt of the Acting Secretary’s Complaint  
14 and waive service of the Summons.

15 C. Defendants waive their answer to the Complaint.

16 D. Defendants admit that the Court has jurisdiction over the Parties and  
17 the subject matter of this civil action, and that venue lies in the Central District of  
18 California.

19 E. The Parties agree to waive findings of fact and conclusions of law and  
20 agree to the entry of this Consent Judgment and Order without further contest.

21 F. Defendants agree herein to resolve all allegations against them in the  
22 Acting Secretary’s Complaint.

23 G. Defendants represent that they and all individuals and entities acting on  
24 their behalf or at their direction have notice of, and understand, the provisions of this  
25 Consent Judgment and Order.

26 H. Defendants admit that at all relevant times, they operated residential  
27 care facilities in Los Angeles County, California and that these activities  
28 constituted an enterprise engaged in commerce or in the production of goods for

1 commerce within the meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C.  
2 § 203(s)(1)(A).

3 I. Defendants admit that at all relevant times they were the employers of  
4 employees within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d),  
5 including the employees identified in **Exhibit 1** to this Consent Judgment, which is  
6 incorporated in and made part of this Consent Judgment and Order.

7 J. Defendants admit that they have violated Section 7 of the FLSA, 29  
8 U.S.C. § 207, by failing to pay overtime to employees identified on **Exhibit 1** who  
9 worked more than 40 hours in a work week.

10 K. Defendants admit that they have violated Sections 11(c) and 15(a)(5)  
11 of the FLSA, 29 U.S.C. §§ 211 and 215(a)(5), by failing to keep accurate records  
12 of hours worked by employees identified on **Exhibit 1**.

13 L. Defendants agree that, within 30 days of entry of this Consent  
14 Judgment, they will classify all individuals who work in their residential care  
15 facilities, including current workers listed on **Exhibit 1**, as employees within the  
16 meaning of the term “employee” under the Section 3(e) of the FLSA, 29 U.S.C. §  
17 203(e). Further, Defendants agree that they will afford all such individuals all  
18 protections and safeguards guaranteed under the FLSA. Defendants further  
19 represent and agree that they will classify as employees any individuals in the  
20 future who perform duties that are operationally consistent with or substantially  
21 similar to those of the individuals currently working in their residential care  
22 facilities.

23 **PERMANENT INJUNCTION**

24 Pursuant to the statements and agreements above, upon joint motion of the  
25 attorneys for the Parties, and for cause shown,

26 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,  
27 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,  
28 agents, servants, employees, and all persons and entities acting in active concert or

1 participation with them, are permanently enjoined and restrained from violating the  
2 FLSA, including through any of the following manners:

3 1. Defendants shall not, contrary to FLSA Sections 7 and 15(a)(2), 29  
4 U.S.C. §§ 207 and 215(a)(2), employ any employees who in any workweek are  
5 engaged in commerce, within the meaning of FLSA Section 3, 29 U.S.C. § 203 or  
6 are employed in an enterprise engaged in commerce or in the production of goods  
7 for commerce, within the meaning of FLSA Section 3, 29 U.S.C. § 203, for any  
8 workweek longer than 40 hours unless such employees receive compensation for  
9 their employment in excess of 40 hours in such workweek at a rate not less than  
10 one and one-half times the regular rate at which they are employed.

11 2. Defendants shall not, contrary to FLSA §§ 11(c) and 15(a)(5), 29  
12 U.S.C. §§ 211(c) and 215(a), fail to make, keep, and preserve accurate records of  
13 employees and of the wages, hours, and other conditions and practices of  
14 employment maintained by Defendants, as required by these statutory provisions  
15 and the implementing regulations at 29 C.F.R. Part 516, and make such records  
16 available to authorized agents of the Acting Secretary for inspection, transcription,  
17 and/or copying, upon their demand for such access.

18 3. Defendants shall not, contrary to FLSA Section 15(a)(3), 29 U.S.C.  
19 § 215(a)(3), discharge or in any manner discriminate against any employee  
20 because such employee has or is believed to have filed any wage complaint,  
21 including to Defendants, or has instituted or caused to be instituted any proceeding  
22 under the FLSA, or has provided information to the U.S. Department of Labor in  
23 any such proceeding.

24 4. Defendants shall not, contrary to FLSA Section 15(a)(3), 29 U.S.C.  
25 § 215(a)(3), in any way, directly or indirectly, solicit, demand, require, or accept  
26 the return of any of the back wages or liquidated damages required to be paid  
27 under this Consent Judgment and Order from the individuals listed on the attached  
28 **Exhibit 1** or any future wages paid to employees in their residential facilities;

1 nor shall Defendants threaten or imply that adverse action will be taken against any  
2 employee because of their receipt of funds to be paid under this Consent Judgment  
3 and Order.

4 5. Defendants shall not, jointly and severally, withhold payment of  
5 \$ 1,220,574.10 (One million two hundred twenty thousand five hundred seventy  
6 four dollars and ten cents) which constitutes the overtime back wages found to be  
7 due by the Defendants under the FLSA to the employees, as a result of their  
8 employment by Defendants during the periods identified and to the employees  
9 named in **Exhibit 1** in the amounts set forth herein.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that,  
11 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,  
12 agents, servants, employees, and all persons and entities acting in active concert or  
13 participation with them, shall take the affirmative actions:

14 6. Within 30 days of the date of entry of this Consent Judgment and  
15 Order, Defendants shall provide the last known contact information (including  
16 home address, mobile phone number, and email address) of each individual listed  
17 in **Exhibit 1** to the Acting Secretary by emailing this information to Siriporn  
18 Poondee, Assistant District Director (ADD), Wage and Hour Division - Los  
19 Angeles District Office at poondee.siriporn@dol.gov. If Defendants learn that the  
20 contact information of any individual listed on **Exhibit 1** changes in the next three  
21 years, Defendants shall email the updated contact information to ADD Poondee or  
22 another representative designated by the Acting Secretary.

23 7. Within 30 days of the date of entry of this Consent Judgment and  
24 Order, Defendants shall provide a copy of this Consent Judgment and Order to all  
25 individuals listed in **Exhibit 1**.

26 8. Within 30 days of the date of entry of this Consent Judgment and  
27 Order, Defendants shall post the notice attached as **Exhibit 3** in a place that is  
28 visible to employees at all their residential care facilities.

1           9. Defendants shall utilize a reliable timekeeping system, such as a time  
2 clock, at each of their residential care facilities. Defendants shall use this system to  
3 accurately record the daily and weekly hours that employees work at the facilities.  
4 Defendants shall train and require employees to clock in and out at the beginning  
5 and end of each shift, and at the beginning and end of any uninterrupted meal and  
6 break period of 30 minutes or more. Defendants shall also train and require  
7 employees to clock in and out at the beginning and end of each time period in  
8 which employees are required to remain on the premises of the residential care  
9 facilities. Defendants shall further train and require employees to record any  
10 additional hours that employees work outside of their shifts (for example, assisting  
11 with patient care at night), either by clocking in and out before and after  
12 performing such work or making a written record of the time spent performing the  
13 unscheduled work.

#### 14                                   **JUDGMENT AND ORDER**

15           **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section  
16 16(c) of the FLSA, 29 U.S.C. § 216(c), in favor of Plaintiff Acting Secretary of  
17 Labor as a judgment owed to the United States of America and against all  
18 Defendants TOLENTINO & TOLENTINO PARTNERS DBA HOWARD HOME;  
19 AIZABEL HOME, INC.; ALYZA HOME, INC.; GALA HOME, INC.; GYPSUM  
20 CREEK HOMES, INC.; MARIA LILIAN TOLENTINO; JUDY TOLENTINO;  
21 RAMON TOLENTINO; and ANGELES MARQUEZ, jointly and severally, in the  
22 total amount of **\$2,500,000.00** (Two million five hundred thousand dollars),  
23 comprised of: \$1,220,574.10 (One million two hundred twenty thousand five  
24 hundred seventy-four dollars and ten cents) in unpaid overtime back wages owed  
25 under FLSA Sections 7 and 15(a)(2), 29 U.S.C. §§ 207 and 215(a)(2);  
26 \$1,220,574.10 (One million two hundred twenty thousand five hundred seventy-  
27 four dollars and ten cents) as liquidated damages pursuant to FLSA § 16(c), 29  
28 U.S.C. § 216(c); and \$58,851.80 (fifty-eight thousand eight hundred fifty-one

dollars and eighty cents) in FLSA civil monetary penalties pursuant to FLSA Section 16(e)(2), 29 U.S.C. § 216(e)(2). The civil money penalties are assessed against Defendants pursuant to FLSA Section 16(e), 29 U.S.C. § 216(e). Defendants waive the right to a hearing with respect to this assessment of civil money penalties.

Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT:**

10. To satisfy the judgment, Defendants shall make payments to the Acting Secretary as follows:

a. Defendant shall make two initial payments totaling \$1,000,000.00 (One million dollars) to the Acting Secretary by March 20, 2025. The first payment shall be in the amount of \$58,851.80 and shall be allocated toward the civil monetary penalties owed under this Consent Judgment and Order. The second payment shall be in the amount of \$941,148.20 and shall be allocated toward the liquidated damages owed under this Consent Judgment and Order.

b. Defendants shall pay the remaining balance of \$1,500,000.00 (One million five hundred thousand dollars) plus interest at a rate of 4% according to the payment schedule attached as **Exhibit 2**. The payments shall be allocated toward back wages and/or liquidated damages as set forth in **Exhibit 2**.

c. Defendants shall make the civil monetary penalty payment required by this Consent Judgment and Order online by ACH transfer, credit card, debit card, or digital wallet using the “WHD Civil Monetary Penalty – WE Region” form available at <https://www.pay.gov/public/form/start/77743734>. The payment shall reference **Case Number 1993510**.

d. Defendants shall make the back wage and liquidated damages payments required by this Consent Judgment and Order online by



1 ACH transfer, credit card, debit card, or digital wallet by using the  
2 “WHD Back Wage Payment Form – Western Region” form available  
3 at <https://www.pay.gov/public/form/start/77761888>. The payment  
4 shall reference **Case Number 1993510**.

5 11. Defendants, at their discretion, may increase the total amount due by  
6 March 20, 2025, as specified in ¶ 10.a, by increasing the liquidated damages  
7 payment described therein such that the total initial payments equal more than  
8 \$1,000,000.000. In that event, the Acting Secretary shall revise the payment  
9 schedule attached as **Exhibit 2** to reflect the lower balance remaining, and the  
10 Acting Secretary shall file an Amended Exhibit 2.

11 12. After making the initial payments due by March 20, 2025,  
12 Defendants, at their discretion, may at any time pay in full to the Acting Secretary  
13 the total remaining balance of back wages and liquidated damages due under this  
14 Consent Judgment and Order, plus any interest accrued through that date. If  
15 Defendants elect this option, Defendants shall be relieved of any future obligations  
16 under the payment schedule attached as **Exhibit 2**.

17 13. Within fourteen (14) days of entry of this Consent Judgment and  
18 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as  
19 **Exhibit 4** to this Consent Judgment and Order to secure the payments described in  
20 ¶ 10 above and in **Exhibit 2**. The deed of trust shall be recorded against the real  
21 property commonly known as 1425 Ethel St., Glendale, CA 91207 (“1425 Ethel”).  
22 Defendant Maria Lilian Tolentino attests under penalty of perjury that she is the  
23 sole owner of 1425 Ethel and has authority to execute the deed of trust attached in  
24 **Exhibit 4**. Defendant Maria Lilian Tolentino further attests under penalty of  
25 perjury that 1425 Ethel is not encumbered except for a mortgage in the original  
26 principal amount of \$900,000.00 from Brighten Lending recorded on April 1,  
27 2022, as document number 20220365809. The Acting Secretary shall record the  
28 deed of trust attached as **Exhibit 4** once signed. Defendant Maria Lilian Tolentino



1 agrees not to further encumber 1425 Ethel until the deed of trust is recorded, with  
2 the exception of a home equity line of credit to fund this settlement. Within  
3 fourteen (14) business days of the date that all payments due under this Consent  
4 Judgment and Order have been made, the Acting Secretary shall execute a full  
5 reconveyance and provide it to Defendant Maria Lilian Tolentino.

6 14. Within fourteen (14) days of entry of this Consent Judgment and  
7 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as  
8 **Exhibit 5** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The  
9 deed of trust shall be recorded against the real property commonly known as 4361  
10 Howard St., Montclair, CA 91763 (“4361 Howard”). Defendant Maria Lilian  
11 Tolentino attests under penalty of perjury that she is the sole owner of 4361  
12 Howard and has authority to execute the deed of trust attached in **Exhibit 5**.  
13 Defendant Maria Lilian Tolentino further attests under penalty of perjury that 4361  
14 Howard is not encumbered except for a mortgage in the original principal amount  
15 of \$472,500.00 from Brighten Lending recorded on May 3, 2022 as document  
16 number 2022-0166640. The Acting Secretary shall record the deed of trust  
17 attached as **Exhibit 5** once signed. Defendant Maria Lilian Tolentino agrees not to  
18 further encumber 4361 Howard until the deed of trust is recorded, with the  
19 exception of a home equity line of credit to fund this settlement. Within fourteen  
20 (14) business days of the date that all payments due under this Consent Judgment  
21 and Order have been made, the Acting Secretary shall execute a full reconveyance  
22 and provide it to Defendant Maria Lilian Tolentino.

23 15. Within fourteen (14) days of entry of this Consent Judgment and  
24 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as  
25 **Exhibit 6** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The  
26 deed of trust shall be recorded against the real property commonly known as 5062  
27 Rodeo St., Montclair, CA 91763 (“5062 Rodeo”). Defendant Maria Lilian  
28 Tolentino attests under penalty of perjury that she is the sole owner of 5062 Rodeo

1 and has authority to execute the deed of trust attached in **Exhibit 6**. Defendant  
2 Maria Lilian Tolentino further attests under penalty of perjury that 5062 Rodeo is  
3 not encumbered except for a mortgage in the original principal amount of  
4 \$528,000.00 from Brighten Lending recorded on May 4, 2022, as document  
5 number 2022-0166870. The Acting Secretary shall record the deed of trust  
6 attached as **Exhibit 6** once signed. Defendant Maria Lilian Tolentino agrees not to  
7 further encumber 5062 Rodeo until the deed of trust is recorded, with the exception  
8 of a home equity line of credit to fund this settlement. Within fourteen (14)  
9 business days of the date that all payments due under this Consent Judgment and  
10 Order have been made, the Acting Secretary shall execute a full reconveyance and  
11 provide it to Defendant Maria Lilian Tolentino.

12 16. Within fourteen (14) days of entry of this Consent Judgment and  
13 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as  
14 **Exhibit 7** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The  
15 deed of trust shall be recorded against the real property commonly known as 10986  
16 S. Gala Ln., Ontario, CA 91762 (“10986 S. Gala”). Defendant Maria Lilian  
17 Tolentino attests under penalty of perjury that she is the sole owner of 10986 S.  
18 Gala and has authority to execute the deed of trust attached in **Exhibit 7**.  
19 Defendant Maria Lilian Tolentino further attests under penalty of perjury that  
20 10986 S. Gala is not encumbered except for a mortgage in the original principal  
21 amount of \$557,00.00 from Brighten Lending recorded on February 10, 2022, as  
22 document number 2022-0055622. The Acting Secretary shall record the deed of  
23 trust attached as **Exhibit 7** once signed. Defendant Maria Lilian Tolentino agrees  
24 not to further encumber 10986 S. Gala until the deed of trust is recorded, with the  
25 exception of a home equity line of credit to fund this settlement. Within fourteen  
26 (14) business days of the date that all payments due under this Consent Judgment  
27 and Order have been made, the Acting Secretary shall execute a full reconveyance  
28 and provide it to Defendant Maria Lilian Tolentino.

1           17. Defendant Maria Lilian Tolentino attests under penalty of perjury that  
2 the properties identified in ¶¶ 13-16 above together have sufficient total equity to  
3 secure the \$1,500,000.00 balance of this Judgment that will remain after the March  
4 20, 2025 payment, plus interest as set forth in **Exhibit 2**.

5           18. In the event of any default in the timely making of any payment due  
6 hereunder, the full judgment amount which then remains unpaid, plus post-  
7 judgment interest at the rate of 10% per year, from the date of Defendants' default  
8 until paid in full, shall become due and payable upon the Acting Secretary's  
9 sending by ordinary mail a written demand to the last available addresses of  
10 Defendants then known to the Acting Secretary with electronic copies also  
11 concurrently e-served on Defendants and, if applicable, their counsel.

12           19. The Acting Secretary shall distribute the back wages and liquidated  
13 damages payments described in ¶ 10, less deductions for employees' share of  
14 payroll taxes and for employees' income tax withholding on the back wage  
15 amounts, to the employees identified in **Exhibit 1**, or if necessary, to the  
16 employees' estates. If any monies are not distributed to employees within three (3)  
17 years from the date of the Acting Secretary's receipt of final payment, because of  
18 an inability to locate the proper persons or because of their refusal to accept it, the  
19 Acting Secretary shall deposit the money into the Treasury of the United States as  
20 miscellaneous receipts under 29 U.S.C. § 216(c).

21           **FURTHER, IT IS HEREBY ORDERED THAT:**

22           20. The filing, pursuit, and/or resolution of this proceeding with the entry  
23 of this Judgment shall not act as or be asserted as a bar to any action or claim under  
24 Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to any individual not named on  
25 the attached **Exhibit 1**, nor as to any individual named on **Exhibit 1** for any time  
26 period not included in **Exhibit 1**.

27           21. Each Party shall bear its own fees and other expenses incurred by such  
28 Party in connection with any stage of this proceeding, including but not limited to

1 attorneys' fees, which may be available under the Equal Access to Justice Act, as  
2 amended.

3 22. The Court shall retain jurisdiction of this action for purposes of  
4 enforcing compliance with the terms of this Consent Judgment and Order.

5  
6 IT IS SO ORDERED

7  
8 Dated: February 26, 2025

A handwritten signature in black ink, appearing to read 'Kenly Kato', written over a horizontal line.

Hon. Kenly Kiya Kato  
United States District Judge

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27 *Consented to by:*  
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1 FOR PLAINTIFF:

2  
3 EMILY SU  
4 Deputy Solicitor of National Operations

5 MARC A. PILOTIN  
6 Regional Solicitor

7 KATHERINE E. CAMERON  
8 Associate Regional Solicitor

9  
10 /s/ Tara Stearns

Date: February 13, 2025

11 Tara Stearns  
12 Senior Trial Attorney  
13 Attorneys for Plaintiff  
14 United States Acting Secretary of Labor  
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Date: 2/11/2025

TOLENTINO & TOLENTINO PARTNERS  
DBA HOWARD HOME

By: Ma. Lilian Tolentino & Judy Tolentino

Printed name

Its: Licensee / Owner

Title

Date: 2/11/2025

AIZABEL HOME, INC.

By: Ma. Lilian Tolentino

Printed name

Its: CEO

Title

Date: 2/11/2025

ALYZA HOME, INC.

By: Ma. Lilian Tolentino

Printed name

Its: CEO

Date: 2/11/2025

GALA HOME, INC.

By: Ma. Lilian Tolentino

Printed name

Its: Sole Proprietor

Date: 2/11/2025

GYPSUM CREEK HOMES, INC.,

By: Angeles Marquez

Printed name

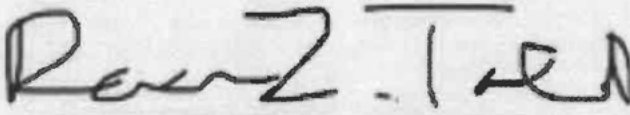


  
\_\_\_\_\_  
MARIA LILIAN TOLENTINO

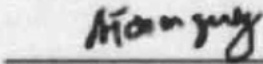
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\_\_\_\_\_  
JUDY TOLENTINO

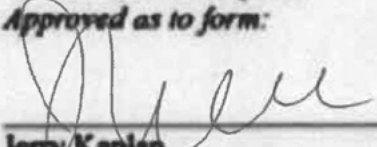
Date: 2/11/2025

  
\_\_\_\_\_  
RAMON TOLENTINO

Date: 2/11/2025

  
\_\_\_\_\_  
ANGELES MARQUEZ  
*Approved as to form:*

Date: 2/11/2025

  
\_\_\_\_\_  
Jerry Kaplan  
Joseph Benincasa  
Kaplan, Kenegos & Kadin  
9150 Wilshire Blvd., Suite 175  
Beverly Hills, CA 90212  
Counsel for Defendants

Date: 2/13/2025

**FOR PLAINTIFF:**

  
Solicitor of Labor

**MARC A. PILOTIN**  
Regional Solicitor

**KATHERINE E. CAMERON**  
Associate Regional Solicitor

\_\_\_\_\_  
Tara Stearns  
Senior Trial Attorney

Date: \_\_\_\_\_



# EXHIBIT 1

First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
SHELLA MAE	ABELLO	8/31/2022	3/31/2023	\$5,709.33	\$5,709.33	\$11,418.66
ARMANDO	ALCALA	4/30/2021	9/30/2022	\$21,744.59	\$21,744.59	\$43,489.18
DARYL	ALVAREZ	3/31/2021	9/30/2021	\$9,360.18	\$9,360.18	\$18,720.36
DANERICK	APELADO	3/31/2021	11/30/2023	\$32,659.67	\$32,659.67	\$65,319.34
MARLON	BAGUINO	3/31/2021	3/31/2024	\$12,401.23	\$12,401.23	\$24,802.46
SONNY	BARBATO	3/31/2022	7/31/2022	\$7,429.41	\$7,429.41	\$14,858.82
KARL LEO	BELTRAN	8/31/2023	11/30/2023	\$5,994.01	\$5,994.01	\$11,988.02
JAMES	BLANCO	2/28/2023	3/31/2024	\$16,805.35	\$16,805.35	\$33,610.70
XANTIPPE	BORJA	3/31/2021	3/31/2024	\$16,829.00	\$16,829.00	\$33,658.00
JESSIE	BORRES	4/30/2021	2/29/2024	\$34,481.97	\$34,481.97	\$68,963.94
MA VICTORIA	BORRES	3/31/2021	11/30/2021	\$10,101.54	\$10,101.54	\$20,203.08
VIRGILIO	BUGNOT	3/31/2021	3/31/2024	\$25,998.96	\$25,998.96	\$51,997.92
VIRGINIA	BURON	2/28/2023	2/28/2023	\$1,498.50	\$1,498.50	\$2,997.00
RUDOLFO	CABIGTING	3/31/2021	3/31/2023	\$22,259.74	\$22,259.74	\$44,519.48
FRANCISCO	CAUBALEJO	9/30/2021	6/30/2022	\$10,823.84	\$10,823.84	\$21,647.68
MARGARITA	CAUBALEJO	9/30/2021	6/30/2022	\$10,489.53	\$10,489.53	\$20,979.06
ROY	DURANGPAR ANG	3/31/2021	2/28/2024	\$36,641.34	\$36,641.34	\$73,282.68
JOSELITO	EMRALINO	4/30/2021	3/31/2024	\$31,892.21	\$31,892.21	\$63,784.42
CHRIESTIENE	ESTREMUS	3/31/2021	8/31/2023	\$36,071.05	\$36,071.05	\$72,142.10
SHAIRA	EVANGELIO	4/30/2023	2/29/2024	\$12,421.94	\$12,421.94	\$24,843.88
MARCIAL	FERNANDO	3/31/2024	3/31/2024	\$1,545.02	\$1,545.02	\$3,090.04
MICHAELA	FERRER	3/31/2021	3/31/2024	\$43,939.43	\$43,939.43	\$87,878.86
ANTHONY	FONG	7/31/2022	3/31/2023	\$12,813.38	\$12,813.38	\$25,626.76
LIEZL DE	GUZMAN	3/31/2021	7/31/2022	\$22,935.66	\$22,935.66	\$45,871.32
ANNIE ROSE	INCISO	9/30/2022	3/31/2024	\$21,515.26	\$21,515.26	\$43,030.52
MANOLITO	JOSE	11/30/2023	11/30/2023	\$1,498.50	\$1,498.50	\$2,997.00
MARIA MARIAN	MABUHAY	3/31/2021	6/30/2021	\$4,604.56	\$4,604.56	\$9,209.12
EVELYN	MACNI	7/31/2022	11/30/2023	\$6,601.72	\$6,601.72	\$13,203.44
MARIAN JUDITH ISABEL	MANAOG	9/30/2022	3/31/2024	\$16,897.83	\$16,897.83	\$33,795.66
RODELIO	MARQUEZ	3/31/2024	3/31/2024	\$1,306.42	\$1,306.42	\$2,612.84
MARIA GOLDA	MEDIANTE	11/30/2023	3/31/2024	\$3,122.19	\$3,122.19	\$6,244.38
GENEMAR	MONZAGA	8/31/2022	3/31/2024	\$23,281.88	\$23,281.88	\$46,563.76
JEFFREN	MUNGAL	8/31/2021	11/30/2021	\$4,687.14	\$4,687.14	\$9,374.28
RAMON	OBLIGACION	3/31/2021	7/31/2022	\$16,963.50	\$16,963.50	\$33,927.00
AURI BLAY N	OQUISUMBIN G	3/31/2021	10/31/2023	\$39,040.01	\$39,040.01	\$78,080.02
MAURA	PANGANIBAN	3/31/2021	3/31/2024	\$7,015.37	\$7,015.37	\$14,030.74
NOEL	PANGANIBAN	3/31/2024	3/31/2024	\$1,623.69	\$1,623.69	\$3,247.38

[PROPOSED] CONSENT JUDGMENT AND ORDER  
Case No. 5:25-cv-00073

First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
ASTERIA	PAREDES	3/31/2021	3/31/2024	\$38,066.17	\$38,066.17	\$76,132.34
GUILLERMA	PAREDES	3/31/2021	3/31/2024	\$42,898.30	\$42,898.30	\$85,796.60
RENATO	PAREDES	10/31/2022	10/31/2023	\$3,068.47	\$3,068.47	\$6,136.94
JUDELIZA	PASTORFIDE	2/29/2024	3/31/2024	\$2,863.90	\$2,863.90	\$5,727.80
BRENDA	REBOLLEDO	3/31/2021	11/30/2022	\$6,718.04	\$6,718.04	\$13,436.08
FADHI	SALVADOR	6/30/2021	3/31/2024	\$12,422.34	\$12,422.34	\$24,844.68
JONATHAN	SAMONTE	3/31/2021	3/31/2024	\$27,492.01	\$27,492.01	\$54,984.02
MARIA ROSARIO	SAMONTE	3/31/2021	4/30/2023	\$25,348.35	\$25,348.35	\$50,696.70
EDGARDO	SANTOS	3/31/2021	4/30/2021	\$3,069.71	\$3,069.71	\$6,139.42
JESUS	SARMIENTO JR	6/30/2022	7/31/2022	\$2,602.68	\$2,602.68	\$5,205.36
WILFREDO	SINGUEO	2/28/2022	6/30/2022	\$8,004.56	\$8,004.56	\$16,009.12
EUGENE	SUPNET	2/29/2024	2/29/2024	\$1,623.69	\$1,623.69	\$3,247.38
KENNETH	TAN	6/30/2021	7/31/2022	\$18,753.40	\$18,753.40	\$37,506.80
ROSELLE MAY	TAN	3/31/2021	3/31/2024	\$53,090.94	\$53,090.94	\$106,181.88
CARLITO	TAN JR	3/31/2021	3/31/2024	\$17,393.25	\$17,393.25	\$34,786.50
ARMANDO	TONGOL	4/30/2022	5/31/2022	\$3,396.24	\$3,396.24	\$6,792.48
TERESITA	TONGOL	5/31/2022	6/30/2022	\$3,139.94	\$3,139.94	\$6,279.88
GLORIA	TROPICALES	4/30/2021	3/31/2024	\$41,929.42	\$41,929.42	\$83,858.84
EDWARD BLAY	VELASQUEZ	3/31/2021	3/31/2024	\$38,090.22	\$38,090.22	\$76,180.44
BRUCE NICHOLE JOHN	VERGARA	3/31/2021	3/31/2022	\$12,803.90	\$12,803.90	\$25,607.80
FERMIN	AGRISOLA	9/30/2021	2/28/2024	\$6,450.76	\$6,450.76	\$12,901.52
FERMIN JASON	AGRISOLA II	7/31/2022	3/31/2024	\$18,324.98	\$18,324.98	\$36,649.96
ACELITA DEL	ALCAZAR	2/28/2022	5/31/2022	\$6,279.88	\$6,279.88	\$12,559.76
PATRICE ANTHONY	AMON	3/31/2021	2/28/2024	\$9,034.29	\$9,034.29	\$18,068.58
EDUARDO	BULIWAN	10/31/2022	10/31/2022	\$1,057.36	\$1,057.36	\$2,114.72
JEAN PAUL	BUNDALIAN	2/28/2024	2/28/2024	\$1,623.69	\$1,623.69	\$3,247.38
LYNBETH	CARLOS	11/30/2023	11/30/2023	\$1,498.50	\$1,498.50	\$2,997.00
MARISSA	CARREON	7/31/2022	8/31/2023	\$15,691.41	\$15,691.41	\$31,382.82
WILLIAM	CARREON	6/30/2022	8/31/2023	\$17,450.88	\$17,450.88	\$34,901.76
STINELI	CHAVEZ	2/28/2023	8/31/2023	\$4,495.50	\$4,495.50	\$8,991.00
DIONISIO	ESTEVEZ	3/31/2021	2/29/2024	\$22,244.25	\$22,244.25	\$44,488.50
MARIO	FIGURACION JR	4/30/2021	9/30/2022	\$16,958.65	\$16,958.65	\$33,917.30
GENESIS	FRANCIA	5/31/2023	2/29/2024	\$11,955.22	\$11,955.22	\$23,910.44
DANILO	MANALO	3/31/2021	2/28/2024	\$26,610.93	\$26,610.93	\$53,221.86
JERRYSON	MANI	5/31/2022	8/31/2022	\$5,972.17	\$5,972.17	\$11,944.34
RODELIO	MARQUEZ	2/28/2023	3/31/2024	\$17,084.61	\$17,084.61	\$34,169.22
FRANCIS	PASTORFIDE	3/31/2021	3/31/2024	\$31,699.74	\$31,699.74	\$63,399.48

[PROPOSED] CONSENT JUDGMENT AND ORDER  
Case No. 5:25-cv-00073

First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
CHRISTIAN	REYES	2/28/2024	2/28/2024	\$1,623.69	\$1,623.69	\$3,247.38
APHOL JAY	SALVADOR	3/31/2021	2/28/2024	\$38,891.10	\$38,891.10	\$77,782.20
RUDY	SANTOS	3/31/2021	11/30/2021	\$7,214.20	\$7,214.20	\$14,428.40
VENUS	SISON	3/31/2021	5/31/2021	\$4,631.81	\$4,631.81	\$9,263.62
			Total	\$1,220,574.10	\$1,220,574.10	\$2,441,148.20

## EXHIBIT 2

### Payment Schedule

<b>PMT NO.</b>	<b>PAYMENT DATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL PAYMENT DUE</b>	<b>PAYMENT ALLOCATED TOWARD</b>
1	4/20/2025	\$39,285.98	\$5,000.00	\$44,285.98	Liquidated Damages ("LD")
2	5/20/2025	\$39,416.93	\$4,869.05	\$44,285.98	LD
3	6/20/2025	\$39,548.32	\$4,737.66	\$44,285.98	LD
4	7/20/2025	\$39,680.15	\$4,605.83	\$44,285.98	LD
5	8/20/2025	\$39,812.42	\$4,473.56	\$44,285.98	LD
6	9/20/2025	\$39,945.12	\$4,340.85	\$44,285.98	LD
7	10/20/2025	\$40,078.27	\$4,207.70	\$44,285.98	LD
8	11/20/2025	\$40,211.87	\$4,074.11	\$44,285.98	LD / Back Wages ("BW")
9	12/20/2025	\$40,345.91	\$3,940.07	\$44,285.98	BW
10	1/20/2026	\$40,480.39	\$3,805.58	\$44,285.98	BW
11	2/20/2026	\$40,615.33	\$3,670.65	\$44,285.98	BW
12	3/20/2026	\$40,750.71	\$3,535.26	\$44,285.98	BW
13	4/20/2026	\$40,886.55	\$3,399.43	\$44,285.98	BW
14	5/20/2026	\$41,022.84	\$3,263.14	\$44,285.98	BW
15	6/20/2026	\$41,159.58	\$3,126.40	\$44,285.98	BW
16	7/20/2026	\$41,296.78	\$2,989.20	\$44,285.98	BW
17	8/20/2026	\$41,434.43	\$2,851.54	\$44,285.98	BW
18	9/20/2026	\$41,572.55	\$2,713.43	\$44,285.98	BW
19	10/20/2026	\$41,711.12	\$2,574.85	\$44,285.98	BW
20	11/20/2026	\$41,850.16	\$2,435.82	\$44,285.98	BW
21	12/20/2026	\$41,989.66	\$2,296.32	\$44,285.98	BW
22	1/20/2027	\$42,129.63	\$2,156.35	\$44,285.98	BW
23	2/20/2027	\$42,270.06	\$2,015.92	\$44,285.98	BW
24	3/20/2027	\$42,410.96	\$1,875.02	\$44,285.98	BW
25	4/20/2027	\$42,552.33	\$1,733.65	\$44,285.98	BW
26	5/20/2027	\$42,694.17	\$1,591.81	\$44,285.98	BW
27	6/20/2027	\$42,836.48	\$1,449.49	\$44,285.98	BW
28	7/20/2027	\$42,979.27	\$1,306.70	\$44,285.98	BW
29	8/20/2027	\$43,122.54	\$1,163.44	\$44,285.98	BW
30	9/20/2027	\$43,266.28	\$1,019.70	\$44,285.98	BW
31	10/20/2027	\$43,410.50	\$875.48	\$44,285.98	BW
32	11/20/2027	\$43,555.20	\$730.78	\$44,285.98	BW

<b>PMT NO.</b>	<b>PAYMENT DATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL PAYMENT DUE</b>	<b>PAYMENT ALLOCATED TOWARD</b>
33	12/20/2027	\$43,700.39	\$585.59	\$44,285.98	BW
34	1/20/2028	\$43,846.05	\$439.92	\$44,285.98	BW
35	2/20/2028	\$43,992.21	\$293.77	\$44,285.98	BW
36	3/20/2028	\$44,138.85	\$147.13	\$44,285.98	BW
	<b>TOTAL</b>	<b>\$1,500,000.00</b>	<b>\$94,295.19</b>	<b>\$1,594,295.19</b>	

EXHIBIT 3

**NOTICE OF EMPLOYEE RIGHTS**

The U.S. Department of Labor (“DOL”) has investigated Tolentino & Tolentino Partners dba Howard Home; Aizabel Home, Inc.; Alyza Home, Inc., Gala Home, Inc., Gypsum Creek Homes, Inc., Maria Lilian Tolentino, and Judy Tolentino and found violations of the Fair Labor Standards Act. These employers have reached a settlement with the DOL and agreed to pay the amounts found due to workers.

**YOUR IMMIGRATION STATUS DOES NOT MATTER AND DOES NOT  
IMPACT YOUR WORKPLACE RIGHTS**

You have legal rights under the Fair Labor Standards Act, including:

- The right to be paid at least the minimum wage for all hours that you work; and
- The right to be paid overtime at a rate of 1.5 times your regular rate for all hours that you work over 40 hours in a workweek.
- The right to complain about your wages to your employer or the DOL without suffering any negative actions from your employer or anyone else.

Your employer must pay you for all the hours you work. This includes all the time you perform work at the home and any time when you are required to stay in the home.

If you receive a payment as part of this settlement, you have the right to keep the payment in full. No one is allowed to ask you to return any part of that payment to your employer.

If you think your employer has not correctly paid you or has violated your rights, please contact the Department of Labor at 1-866-487-9243.

**Your employer is prohibited from taking any negative action against you because you contacted the Labor Department.**

## **EXHIBIT 4**



RECORDING REQUESTED BY:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

WHEN RECORDED MAIL TO:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

*U.S. Department of Labor v. Tolentino & Tolentino Partners dba  
Howard Home, et al.*, Civil Case No. 5:25-cv-00073 (C.D. Cal.)

## DEED OF TRUST

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Maria Lilian Tolentino, herein called TRUSTOR, whose address is 4184 East Sonrisa Privado, Ontario, CA 91761, FIRST AMERICAN TITLE COMPANY LOS ANGELES, a California Corporation, herein called TRUSTEE, and UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Los Angeles County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A,

which currently has the address of 1425 Ethel St., Glendale, CA 91207,

For the Purpose of Securing payment in the sum of \$2,500,000.00 per the Consent Judgment filed in *U.S. Department of Labor v. Tolentino & Tolentino Partners dba Howard Home, et al.*, Case No. 5:25-cv-00073 (C.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, excluding (10), of the fictitious deed of trust recorded in Los Angeles County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Inyo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Plumas	151	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62	Shasta	684	528	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in all counties, are printed on Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address herein before set forth.

\_\_\_\_\_  
Signature of Maria Lilian Tolentino, Trustor

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,

NAME

TITLE

personally appeared \_\_\_\_\_

NAMES OF TRUSTOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

**EXHIBIT "A"**

LOT 5 IN BLOCK 25 OF ROSSMOYNE TRACT, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 85 PAGE(S) 70 AND 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 5650-034-005

**DO NOT RECORD THIS PAGE**

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

(8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The guarantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, an without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of Title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

---

Signature of Maria Lilian Tolentino, Trustor

---

Date

## **EXHIBIT 5**

RECORDING REQUESTED BY:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

WHEN RECORDED MAIL TO:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

*U.S. Department of Labor v. Tolentino & Tolentino Partners dba  
Howard Home, et al., Civil Case No. 5:25-cv-00073 (C.D. Cal.)*

## DEED OF TRUST

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Maria Lilian Tolentino, herein called TRUSTOR, whose address is 4184 East Sonrisa Privado, Ontario, CA 91761, FIRST AMERICAN TITLE COMPANY LOS ANGELES, a California Corporation, herein called TRUSTEE, and UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Bernadino County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A,

which currently has the address of 4361 Howard St., Montclair, CA 91763,

For the Purpose of Securing payment in the sum of \$2,500,000.00 per the Consent Judgment filed in *U.S. Department of Labor v. Tolentino & Tolentino Partners dba Howard Home, et al.*, Case No. 5:25-cv-00073 (C.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, excluding (10), of the fictitious deed of trust recorded in Los Angeles County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Inyo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Plumas	151	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62	Shasta	684	528	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in all counties, are printed on Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address herein before set forth.

\_\_\_\_\_  
Signature of Maria Lilian Tolentino, Trustor

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,

NAME

TITLE

personally appeared \_\_\_\_\_

NAMES OF TRUSTOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_



**EXHIBIT "A"**

LOT 25 OF TRACT NO. 9513, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 132 PAGE(S) 18 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 1012-371-52-0-000

**DO NOT RECORD THIS PAGE**

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

(8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The guarantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, an without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of Title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

---

Signature of Maria Lilian Tolentino, Trustor

---

Date

## **EXHIBIT 6**

RECORDING REQUESTED BY:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

WHEN RECORDED MAIL TO:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
|San Francisco, CA 94103

*U.S. Department of Labor v. Tolentino & Tolentino Partners dba  
Howard Home, et al.*, Civil Case No. 5:25-cv-00073 (C.D. Cal.)

## DEED OF TRUST

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Maria Lilian Tolentino, herein called TRUSTOR, whose address is 4184 East Sonrisa Privado, Ontario, CA 91761, FIRST AMERICAN TITLE COMPANY LOS ANGELES, a California Corporation, herein called TRUSTEE, and UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Bernadino County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A,

which currently has the address of 5062 Rodeo St., Montclair, CA 91763,

For the Purpose of Securing payment in the sum of \$2,500,000.00 per the Consent Judgment filed in *U.S. Department of Labor v. Tolentino & Tolentino Partners dba Howard Home, et al.*, Case No. 5:25-cv-00073 (C.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, excluding (10), of the fictitious deed of trust recorded in Los Angeles County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Inyo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Plumas	151	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62	Shasta	684	528	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in all counties, are printed on Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address herein before set forth.

\_\_\_\_\_  
Signature of Maria Lilian Tolentino, Trustor

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
NAME TITLE

personally appeared \_\_\_\_\_  
NAMES OF TRUSTOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

**EXHIBIT "A"**

LOT 4 OF TRACT NO. 16345, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 294 PAGE(S) 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 1011-471-32-0-000



**DO NOT RECORD THIS PAGE**

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

(8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The guarantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, an without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of Title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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Signature of Maria Lilian Tolentino, Trustor

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Date



## **EXHIBIT 7**

RECORDING REQUESTED BY:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
San Francisco, CA 94103

WHEN RECORDED MAIL TO:  
United States Department of Labor  
Office of the Solicitor  
Attn: Tara Stearns, Senior Trial Attorney  
90 7<sup>th</sup> St., Suite 3-700  
San Francisco, CA 94103

*U.S. Department of Labor v. Tolentino & Tolentino Partners dba  
Howard Home, et al.*, Civil Case No. 5:25-cv-00073 (C.D. Cal.)

## DEED OF TRUST

This Deed of Trust, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Maria Lilian Tolentino, herein called TRUSTOR, whose address is 4184 East Sonrisa Privado, Ontario, CA 91761, FIRST AMERICAN TITLE COMPANY LOS ANGELES, a California Corporation, herein called TRUSTEE, and UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Bernadino County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A,

which currently has the address of 10986 S. Gala Ln., Ontario, CA 91762,

For the Purpose of Securing payment in the sum of \$2,500,000.00 per the Consent Judgment filed in *U.S. Department of Labor v. Tolentino & Tolentino Partners dba Howard Home, et al.*, Case No. 5:25-cv-00073 (C.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, excluding (10), of the fictitious deed of trust recorded in Los Angeles County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Inyo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Plumas	151	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62	Shasta	684	528	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in all counties, are printed on Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address herein before set forth.

\_\_\_\_\_  
Signature of Maria Lilian Tolentino, Trustor

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
NAME TITLE

personally appeared \_\_\_\_\_  
NAMES OF TRUSTOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

**EXHIBIT 'A'**

LOT 11 OF TRACT NO. 16215, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 289 PAGE(S) 67 TO 69 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

ASSESSOR'S PARCEL NUMBER: 1011-451-37-0-000

**DO NOT RECORD THIS PAGE**

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

(8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The guarantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, an without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of Title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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Signature of Maria Lilian Tolentino, Trustor

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Date